

Remarks

Following Applicant's request for reconsideration of December 15, 2004, the Examiner has maintained the rejections of Claims 1, 3-11 of the Final Office Action of October 20, 2004 as anticipated under 35 U.S.C. 102 by US Patent No. 5,064,426 to Cope et al., and Claims 1, 3-5, 7-11 as being anticipated by US Patent No. 5,891,153 to Peterson and by US Patent No. 6,174,318 to Bates et al.

The Examiner has maintained that the cited references disclose "a sleeve in which the wires extend through" a gap formed between the sleeve. Claim 1 has been amended to more clearly define the gap formed between the coaxial sleeves to overcome the rejection.

As amended, the trocar of Claim 1 "comprises two coaxial sleeves arranged one inside of the other and at a distance to one another, an outer one of the two coaxial sleeves having a generally cylindrical inner surface and an inner one of the coaxial sleeves having a generally cylindrical outer surface, the inner surface of the outer sleeve and the outer surface of the inner sleeve defining a generally annular gap, the generally annular gap extending substantially along a length of the trocar". It is the annular gap as defined in amended Claim 1, which the spring blades extend through between the coaxial sleeves. Entry of the amendment, and favorable consideration thereof, is earnestly requested.

Although 115 and 116 of Cope are defined as sleeves and wires 101-103 extend through them, 115 and 116 are not "two coaxial sleeves arranged one inside of the other and at a distance to one another, an outer one of the two coaxial sleeves having a generally cylindrical inner surface and an inner one of the coaxial sleeves having a generally cylindrical outer surface" and the spaces that wires 101-103 extend through are not defined by "the inner surface of the outer sleeve and the outer surface of the

inner sleeve defining a generally annular gap, the generally annular gap extending substantially along a length of the trocar”, as required by amended Claim 1.

Also, although the retractable guide 13 and the fixed partition 17 may be considered retaining elements or sleeves for wires to extend through, 13 and 17 do not include or comprise “two coaxial sleeves arranged one inside of the other and at a distance to one another, an outer one of the two coaxial sleeves having a generally cylindrical inner surface and an inner one of the coaxial sleeves having a generally cylindrical outer surface”. Further, and spaces for wires to pass through 13 or 17 are not defined by “the inner surface of the outer sleeve and the outer surface of the inner sleeve defining a generally annular gap, the generally annular gap extending substantially along a length of the trocar”, as required by amended Claim 1.

Further, while Bates discloses a lumen within the sheath 14, it does not provide “two coaxial sleeves arranged one inside of the other and at a distance to one another, an outer one of the two coaxial sleeves having a generally cylindrical inner surface and an inner one of the coaxial sleeves having a generally cylindrical outer surface”. Thus, the wires of Bates cannot pass through “the inner surface of the outer sleeve and the outer surface of the inner sleeve defining a generally annular gap, the generally annular gap extending substantially along a length of the trocar”, as required by amended Claim 1.

Neither Cope, Peterson nor Bates disclose, teach or suggest any annular gap formed between two coaxial sleeves arranged one inside of the other and at a distance to one another, as defined by amended Claim 1.

Further, no combination of the disclosures of Cope, Peterson or Bates would teach suggest or motivate a trocar tube comprising “comprises two coaxial sleeves arranged one inside of the other and at a distance to one another, an outer one of the


two coaxial sleeves having a generally cylindrical inner surface and an inner one of the coaxial sleeves having a generally cylindrical outer surface, the inner surface of the outer sleeve and the outer surface of the inner sleeve defining a generally annular gap, the generally annular gap extending substantially along a length of the trocar".

Applicant respectfully submits that the rejections under 35 U.S.C. 102 have been overcome.

Claims 9-11 were objected to by the Examiner in the October 20, 2004 Final Office Action. Claim 9 has been further amended herein to overcome the Examiner's objection to the informalities. Entry of the amendment, and favorable consideration thereof, is earnestly requested.

Entry of the amendments, and favorable consideration thereof, and of all the Claims, Claims 1, 3-11, is earnestly requested.

Respectfully submitted,



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